

**DATE: 02/01/2024**

**NON-CONSTRUCTION CONTRACT SOLICITATION NOTICE**

MTA- B&T IS NOW ADVERTISING FOR THE FOLLOWING:

SSE #: 0000461780

OPENING/DUE DATE: 03/07/2024

TYPE OF SOLICITATION: IFB

DOCUMENT AVAILABILITY DATE: 02/01/2024

**SOLICITATION TITLE: 22-MNT-2987 Automotive Body Repair for Light, Medium and Heavy Duty Vehicles**

**DESCRIPTION:** The Contractor shall supply all labor, tools, plant, replacement parts, materials, transportation and equipment, necessary to repair B&T and NYCT vehicles that incur repairable body damage due to accidents, vandalism or deterioration and other causes. Replacement parts must be OEM with U.S. enforceable OEM warranty except, if and when such parts are not available, with the written approval of the agency’s Project Manager, non-OEM equal parts shall be provided.

Funding: 100% Operating      Goals: N/A      Est \$ Range: \$1M - \$5M      Contract Term:4 Years

\*\*\*\*PLEASE SEE THE ATTACHED SCOPE OF WORK FOR ADDITIONAL INFORMATION\*\*\*\*

PRE-BID CONFERENCE

**DATE:** 02/13/2024

**TIME:** 9:00AM

Virtual via Microsoft Teams- Please contact the assigned procurement representative at [rgolubow@mtabt.org](mailto:rgolubow@mtabt.org) to register

SITE TOUR N/A

**DATE:**

**TIME:**

**PLACE:**

**FOR MORE INFORMATION, PLEASE CONTACT:**

**PROCUREMENT REPRESENTATIVE:** Robin Golubow

**EMAIL:**  
[rgolubow@mtabt.org](mailto:rgolubow@mtabt.org)

## TECHNICAL SPECIFICATIONS

### AUTOMOTIVE BODY REPAIR OF LIGHT, MEDIUM & HEAVY DUTY VEHICLES

#### **A. OVERVIEW**

- 1) The Contractor shall perform automotive body damage repairs, as required, on Triborough Bridge and Tunnel Authority (“B&T”) light, medium and heavy vehicles and equipment and New York City Transit Authority (“NYCT”) medium and heavy vehicles and equipment thereto.
- 2) Inventories of B&T and NYCT vehicles that are subject to this Contract are listed respectively on Attachments 1 and 2 appended hereto. Over time, vehicles will be added to and deleted from the coverage of this Contract. For this procurement, the inventories have not been reviewed for accuracy or completeness, but are believed to be reasonably accurate.
- 3) B&T vehicles service the following nine (9) bridge and tunnel facilities within New York City (the location where the vehicles are serviced is in parenthesis): Throgs Neck and Bronx Whitestone Bridges (Bronx); Cross Bay Bridge (Queens); Robert F. Kennedy Bridge (Randall’s Island, Central Garage); Queens Midtown and Hugh L. Carey Tunnels (Manhattan); Verrazzano-Narrows Bridge (Staten Island); Marine Parkway Bridge (Brooklyn); and the Henry Hudson Bridge (Manhattan).
- 4) NYCT vehicles and equipment service subway and bus facilities throughout the five (5) boroughs of New York City.
- 5) With the exception of vehicle painting, the methods and procedures to be used by the Contractor to perform repairs are the Contractor’s sole responsibility subject to all repairs being performed to restore a vehicle to “like-new” appearance and functionality: i) in accordance with applicable federal, state and local law and regulations, the standards and requirements of the original equipment manufacturer (“OEM”), and vehicle repair industry best practices.; ii) in accordance with this Agreement and iii) to the satisfaction of the applicable B&T and NYCT project manager.

#### **B. SCOPE OF WORK**

- 1) The Contractor shall supply all labor, tools, plant, replacement parts, materials, transportation and equipment, necessary to repair B&T and NYCT vehicles that incur repairable body damage due to accidents, vandalism or deterioration and other causes. Replacement parts must be OEM with U.S. enforceable OEM warranty except, if and when such parts are not available, with the written approval of the agency’s Project Manager, non-OEM equal parts shall be provided.

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- 2) With the exception of vehicle painting, methods and procedures to be used by the Contractor to perform repairs are the Contractor's sole responsibility subject to all repairs being performed to restore a vehicle to "like-new" appearance and functionality: i) in accordance with applicable federal, state and local law and regulations, the standards and requirements of the original equipment manufacturer ("OEM"), and vehicle repair industry best practices.; ii) in accordance with this Agreement and ii) to the satisfaction of the applicable B&T and NYCT project, who may, in the exercise of his/her judgment, request or require a change in a specific repair method or procedure.
- 3.) All materials and replacement parts shall be new and manufactured by the original equipment manufacturer ("OEM:).with a U.S. enforceable warranty If an OEM product is not available, with the written approval of the project manager non-OEM equal parts that meet OEM requirements may be provided. The applicable Project Manager shall be the sole judge of quality, workmanship and vehicle acceptance.
- 4) All replacement parts installed by the Contractor shall be compatible with the color and shape of the vehicle. No sharp edges shall be permitted.
- 5) The Contractor shall repair or replace all damaged or missing components of an Agency's vehicles. Such repair/replacement actions shall include, but not be limited to, the following:

Bumpers and head lamps, fenders, frame straightening, cooling and heating systems, body panels, hoods, roofs and flooring, electrical wiring and dash boards, exhaust systems, wheels and suspension systems, steering, glass mirrors and ornaments, fuel systems, seats and interior trim, partitions, grill lights, strobe lights, spot lights, sirens and alignments.
- 6) Minimum Contractor requirements:
  - a. Registered New York State Motor Vehicle Repair Shop.
  - b. Operates its motor vehicle repair business in accordance with Section 398-D of the Vehicle and Traffic Law.
  - c. Operates and maintains facilities where the repairs will be performed:
    - i) that are sufficient, suitable, fit and safe to perform all of the repairs required under this scope.
    - ii) located within New York City or within 30 miles of NYC limits within New York State.
  - d. Have the resources availability at its facility (ies) where the repairs will be performed that are sufficient, suitable, fit and safe to properly perform the repairs including but not limited to:
    - i) repair mechanics in sufficient numbers sufficient relevant training, and relevant certification.

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- ii) Mechanics who will be performing Work on NYCT and B&T vehicles shall have relevant specific mechanic certifications including National Institute of Automotive Service Excellence certification and Inter-industry Conference on Auto Collision Repair (“CAR”) certification.
- iii) Drive up unibody chassis machine/rack
- iv) Enclosed paint spray booth with infrared lighting
- v) M I G and spot welding equipment
- vi) Lifts and/or hydraulic jacks with the proper size and weight capacity for B&T and NYCTA vehicles.
- v) Head lamp aiming equipment
- vii) .Proper certification/licenses/training/experience to operate the stated equipment
- viii) . M. I. G. and spot welding equipment
- ix) Head lamp aiming equipment
- ix) Proper certification/licenses/training to operate and use all of the stated equipment
- x) Service manuals which are maintained up to date.
- xi) calibrated hand tools,
- xii) Have sufficient timely access to replacement parts and other material to promptly perform repairs on NYCT and B&T vehicles.
- xiii) Have adequate and secure storage area to house agency vehicles when not being worked on. The Contractor shall be responsible for the safe keeping of Agency vehicles while in Contractor’s custody and for any loss of or damage to a vehicle from any cause while the vehicle is in Contractor’s custody.

### **C. SERVICE**

1. The Contractor shall provide service between no less than the hours of 8:00 A.M. through 4:00 P.M. Monday through Friday (except recognized Agency holidays).
- 2) The Contractor shall have email capability which will enable Contractor and Agency to send and receive email communications with attachments.
- 3) A technician providing specific Work on a specific vehicle shall be qualified to perform the Work based on training, certifications, and experience to perform the Work and the requirements of the applicable time and parts guide publications.
- 4) An Agency Project manager shall have the right to inspect all Work and to stop any Work not being performed to his/her satisfaction.

### **D. SUBCONTRACTING**

- 1) Pursuant to Article 24. of the Terms and Conditions contained herein, the Contractor shall not subcontract any portion of the Work to be performed under this Contract without the prior written approval of the appropriate Project Manager for each

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- respective Agency. Generally: i) approval will not be given if the Work is of a type that would normally be performed by a comprehensive automotive body repair shop; and ii) approval will be considered if the Work requires specialized labor or equipment that a comprehensive repair shop would not necessarily have.
- 2) If Work is approved, the Contractor shall be reimbursed based on at its actual subcontracting cost plus 10%. The actual subcontracting cost shall be based upon the lowest of the following: i) the subcontractor's actual charge; ii) the best discount and other considerations available from the subcontractor; iii) most favored customer. The Contractor will not be reimbursed for any subcontract Work which is not supported by the Subcontractor's actual invoice from the subcontractor showing all discounts and other consideration.
  - 3) An Agency's Project Manager or his/her authorized designee shall be permitted on a subcontractor's property during normal business hours in order to coordinate and/or inspect the Work being performed on an Agency vehicle.
  - 4) An Agency's Project Manager or his/her authorized designee shall make the sole determination as to the quality of Work, including coordination, being performed by a subcontractor.
  - 5) Contractor shall be responsible to the B&T/NYCT as applicable for all Work performed by a subcontractor as though it had been performed by Contractor. Any and all disputes with a subcontractor, shall be resolved by Contractor at Contractor's risk and expense.
  - 6) All relevant provisions of this Contract shall be flowed down to and apply to each subcontractor.

### **E. MATERIALS INSPECTION AND RESPONSIBILITY**

- 1) An Agency's Project Manager and/or his/her authorized designee shall have the right to inspect any existing and replacement parts, material and equipment.
- 2) All replacement equipment parts and material furnished under the Contract shall be OEM new and covered by the OEM's standard US warranties, unless otherwise specifically stated.
- 3) The cost for all materials used in the painting and refinishing vehicles shall be factored into the hourly rates set forth in line items 2 and 4 of the Price Schedule.
- 4) The Contractor shall be responsible for the quality and standards of all materials, components and/or completed Work furnished under this Contract. Materials, components and/or completed Work not complying therewith may be rejected by an

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Agency's Project Manager or his/her authorized designee and shall be replaced by the Contractor at no cost to the Agency. The Contractor shall be responsible for the disposal of all waste materials and scrap parts from the vehicle, in accordance with applicable laws and regulations, and at no cost to the Agencies.

### **F. PARTS/INVENTORY REQUIREMENTS**

- 1) All parts required in connection with the Work performed under this Contract shall be billed and paid for at the discounted price. The minimum acceptable discount shall be twenty-two percent (22%) off the price identified as the "Part Price" in the "Motor Information System's Crash Estimating Data" or "Mitchell's Heavy Truck Collision Estimating Guide" price publication. Where a published manufacturer's price list does not exist, the Contractor shall be reimbursed for its actual cost for parts plus 10% subcontractor's actual charge. Actual cost shall be based upon the lowest of the following: i) the best price including discounts and other arrangements available from the supplier or ii) most favored customer. The Contractor will not be reimbursed for any supplier parts which is not supported by the supplier's actual invoice showing all discounts and other consideration.
- 2) The use of parts other than OEM and/or project manager approved equal, with a US warranty (no gray market) shall not be used in the performance of the Work hereunder without prior written approval of the Project Manager or his/her authorized designee. The Contractor's time involved in requesting approval shall not impact the schedule. The Agency's time in evaluating and providing approval may impact the schedule for completion of the Work and/or delivery of repaired vehicles. Accordingly, the time required to obtain such approval shall under no circumstances be considered an unavoidable delay.

### **G. REPORTS**

- 1) Equipment Records: The Contractor shall maintain an electronic record and file by agency covering each Agency's vehicles which shall include the model, serial number, make, age/year built, date work performed and the itemized and aggregate amount charged for each service. The Contractor shall be responsible for ensuring that all information contained in the file(s) is accurate and current. The Contractor shall update each file within five working days of the last completed service. The Contractor shall make this file available to an agency by download, email or hard copy, as requested, within 1 business day of a request.
- 2) Each Agency reserves the right to visit the Contractor's facilities and audit and verify that the required record keeping is accurate and complete. Each Agency may periodically request duplicate copies of the above described files to be forwarded for review and analysis.

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- 3) Promptly after authorized service completion on any Agency's vehicle, a copy of the invoice and/or work order (as required by the agency shall be sent to the appropriate Project Manager for approval.
- 4) All records and the data therein, shall be the property of the respective Agencies upon termination of the Contract and shall be provided to the appropriate Project Manager as requested.

### **H. VEHICLE PAINTING REQUIREMENTS**

#### 1) Preparation Prior to Coating<sup>1</sup>

- a) Thoroughly wash the exterior of the vehicle. All tar, grease, grime, silicones, wax and surface dirt shall be completely removed from the exterior of the vehicle surface including the wheels.
- b) All painted surfaces, including wheel hubs, shall be stripped, where necessary, to insure that the total thickness of existing coating does not exceed six (6) milliliters (mils). Wheel rims are to be chemically stripped or sanded down to bare metal.
- c) Remove any loose or aged body filler and cut down feather edges of damaged areas with sand paper. Repair all damaged areas with putty and body filler. All filler materials used must be compatible with all chemicals and coating used during the refinishing process. Sand repaired areas.
- d) Prior to the application of primer, mask all non-painted surface (glass, plastic, rubber, and etc.). Prepare all bare surfaces (if applicable) as follows:
  - Aluminum: Treat the bare surfaces with Ditzler “Alumiprep 33” or Authority approved equal. Rinse thoroughly, and treat with Ditzler “Alodine 1201” (DX 503) or Authority approved equal. Rinse thoroughly and allow areas to dry.
  - Steel: Treat the bare surface with Ditzler “Metalprep 79” (DX 579) or Authority approved equal. Rinse thoroughly and allow area to dry.
  - Fiberglass: Wash all areas with alcohol and dry immediately with clean cloth. Wash again with Ditzler “Acryliclean “ (DX 330) or Authority

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<sup>1</sup> Contractor may not use a different more efficient or effective or less costly method, without the prior written approval of the project Manager.

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approved equal was and grease remover. Sand the entire areas to scuff the surface and remove the gloss; avoid sanding through the gelcoat on fiberglass panels. Wipe the entire area with a dry cloth to remove dust.

- e) Wipe the entire vehicle to ensure that it is dust free.

### 2. Primer Requirements

- a) Prime the entire vehicle with a Ditzler "Epoxy Chromate Primer DP-40/401" or Authority approved equal. Minimum thickness of primer coating should be 0.75 mils.
- b) Allow to dry in accordance with the manufacturer's recommendations.

### 3. Paint Application Requirements

- a) All primed surfaces shall receive two (2) full wet coats of Ditzler acrylic enamel or Authority approved equal in accordance with the Authority's color scheme. Total thickness of dry color topcoat shall be 1.8 to 2.2 mils and the thickness of clear coat shall be 1.8 to 2.2 mils.
- b) For wheels rims, the combined primer and topcoat thickness shall not exceed 2 mils.
- c) The colors to be used during top coatings are:
  - Blue - Ditzler "DU - 15764" (Reference only)
  - White - Ditzler "DU - 2058" (Reference only)
  - Black - Ditzler "DU - 9000" (Reference only)

Note: If another color is requested by the Authority, the Contractor shall match the color with a Ditzler Acrylic enamel product.

- d) The completion of the refinishing procedures shall include but not be limited to removal and proper disposal of all masking materials and removal of overspray on all non-painted areas.
- e) Any modifications to the above procedures or substitutions of the recommended products must receive prior written approval of the Project Manager. All primer coats and topcoats are to be applied by spray application method. All manufacturer recommendations regarding the use of the products referenced in this procedure are to be followed.

## I. PROCEDURE FOR REQUESTING WORK FOR B&T VEHICLES



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- 1) The Agency Project Manager will fax or email a B&T Shop Work Order (Attachment 3) to the Contractor, the B&T. The Shop work Order will identify the Vehicle and specify generally the work required. Generally, B&T will deliver to and pick up the vehicle from the Contractor's facility, utilizing B&T personnel. However, at B&T's discretion the Contractor will be required to pick up at and/or deliver to a specified location within two days after the vehicle has been delivered to Contractor's facility, the Contractor will inspect the vehicle and prepare a written estimate for the Work to be done and submit it to the Project Manager. Where appropriate or otherwise necessary, the estimate shall be accompanied by photographs. The Contractor shall ensure that the subject estimate references the appropriate B&T Shop Work Order and B&T vehicle number(s) and that the estimated hours for labor and discounted material costs (including paint) are in accordance with the latest issue of "**Motor Information System's Crash Estimating Data**" or "**Mitchell's Heavy Truck Collision Estimating Guide**" and the specifications contained herein.
- 2) The Project Manager and/or his/her authorized designee will review the written estimate and via telephone with email confirmation, either approve or reject the Work and the estimate, within twenty-four (24) hours after receipt of the estimate. If the Work or estimate is rejected the Project Manager and Contractor will use best efforts to further discuss and agree upon the estimate.
- 3) The Contractor is not authorized to accept Work from any other B&T individual and/or facility except the Project Manager. All Contractor estimates for Work must be approved by the Project Manager and/or his/her designee. All Work performed by the Contractor not approved by the Fleet Manager and/or his designee will not be approved for payment. The names and titles of and email address and telephone number for B&T personnel authorized to request/approve Work performed by the Contractor shall be furnished to the Contractor at the time of award of the Contract.
- 4) All Work required shall be listed on a B&T Shop Work Order (Attachment No. 3). The Shop Work Order shall provide, at a minimum, the B&T vehicle's "Call Sign" Number, the B&T "owning" facility, a description of the Work to be performed, and the name and approval signature of Director of Fleet Operations and/or his designee. Only the Work described on the Shop Work Order shall be performed. No additional Work discovered during performance of the repair shall be performed without the written approval of the Project Manager.
- 5) Upon completion of the Work, the Contractor will notify the Project Manager by telephone that the Work is completed. The Project Manager will advise the Contractor when the B&T will inspect the vehicle at Contractor's facility. After inspection and approval, if B&T requests that the Contractor deliver the vehicle(s) to a specified B&T

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location, the delivery will be completed within twenty-four (24) hours after acceptance by the Project Manager unless otherwise specified.

### **J. PROCEDURE FOR REQUESTING WORK AT THE NYCTA**

- 1) The Project Manager shall notify the Contractor via telephone or email when a vehicle must be picked up by the Contractor. If so notified, the Contractor shall pick up the said vehicle(s) within the next business day after notification by the Project Manager.
- 2) Within two business days (including the day of delivery), of the vehicle(s), the Contractor shall prepare and submit a written estimate (Work Order) to the Project Manager. The written estimate (Work Order) shall be comprised of the estimated labor hours and discounted material costs (including paint) for repair of the vehicle in accordance with the latest issue of “**Motor Information System’s Crash Estimating Data**” or “**Mitchell's Heavy Truck Collision Estimating Guide**” and the specifications contained herein.
- 3) The Contractor's submitted estimate (Work Order) shall state the estimated date of completion, which shall not exceed five (5) days beyond the date of the estimate provided that the subject estimate is approved by the Project Manager the same day. If additional time is needed, the Contractor shall request an extension of time for the subject estimate (Work Order).
- 4) The Project Manager has the right to accept or reject the Contractor's estimate (Work Order) based on dollars, labor, materials or time of performance. If the Contractor's estimate is rejected by the Project Manager, The Project Manager will provide details, and the Contractor shall submit a revised estimate to the Project Manager within twenty-four (24) hours notification of rejection of his original submittal. All requests for time extensions subsequent to the approval of the Contractor's written estimate (Work Order) shall be submitted to the Project Manager for approval. The Contractor's written estimate (Work Order) approved by the Project Manager shall serve as the Contractor's authorization to proceed with the Work.
- 5) Upon completion of the Work, the Contractor shall notify the Project Manager via fax or email as designated by NYCT, that the Work is completed. The Project Manager will advise the Contractor when the NYCTA will inspect the vehicle at the Contractor’s facility. The Contractor shall deliver the vehicle(s) to the NYCTA within twenty-four (24) hours after acceptance by the Project Manager unless otherwise specified.

### **K. QUALITY ASSURANCE/CONTROL**

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1. Contractor shall have, maintain and implement for the Work, a quality control procedure that is no less rigorous than industry standard.
- 2) Each Agency's Project Manager and/or his authorized designee shall be permitted on the Contractor's and/or Subcontractor's property during normal business hours and shall be permitted to examine all Work being performed on Agency vehicles and shall direct the Contractor to make any and all on the spot corrections in order to insure compliance with the Agency's requirements.
- 3) All Work performed shall be in accordance with the latest OEM and industry standards for the type of Work and shall be no less than consistent with the quality of work provided to other customers of comparable size and complexity. The quality of all Work shall meet and/or exceed the Agency's requirements and the original manufacturers specifications for all types of Work performed.
- 4) Each Agency's Project Manager and/or his authorized designee may inspect and examine all replacement parts and/or replaced (old) parts) in order to insure compliance and may halt all Work not being performed within the terms and conditions of the Contract.
- 5) Each Agency's Project Manager and/or his designee may inspect all completed Work prior to acceptance and will accept the Work by signing all completion documents from the Contractor. All Work completed shall not be considered as accepted by the Agency until the Contractor's Work Order and/or Invoice is signed by the appropriate Project Manager and/or his authorized designee. The Contractor shall contact the appropriate Agency's Project Manager and/or his authorized designee at least eight (8) hours before the completion of each job to arrange for the acceptance inspection.
- 6) If a Contractor delivers a vehicle back to the Agency, there may be an inspection upon delivery.

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